

City of West Lafayette Provisions Required in all Contracts

1. Prevailing party – attorney fees

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

2. Engaging in activities w/Iran

By signing this Contract, MSK2, LLC certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

3. E-Verify

MSK2, LLC shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, MSK2, LLC shall enroll in and verify the work eligibility status of all newly hired employees of MSK2, LLC through the E-Verify Program ("Program"). MSK2, LLC is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. MSK2, LLC and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that MSK2, LLC or its subcontractors subsequently learns is an unauthorized alien. If MSK2, LLC violates this Section 7(b), the [City or City body which is a party to the contract] shall require MSK2, LLC to remedy the violation not later than thirty (30) days after the [City or City body which is a party to the contract] notifies MSK2, LLC. If MSK2, LLC fails to remedy the violation within the thirty (30) day period, the [City or City body which is a party to the contract] shall terminate the contract for breach of contract. If the [City or City body which is a party to the contract] terminates the contract, MSK2, LLC shall, in addition to any other contractual remedies, be liable to the [City or City body which is a party to the contract] for actual damages. There is a rebuttable presumption that MSK2, LLC did not knowingly employ an unauthorized alien if MSK2, LLC verified the work eligibility status of the employee through the Program.

c. If MSK2, LLC employs or contracts with an unauthorized alien but the [City or City body which is a party to the contract] determines that terminating the contract would be detrimental to the public interest or public property, the [City or City body which is a party to the contract] may allow the contract to remain in effect until the [City or City body which is a party to the contract] procures a new contractor.

d. MSK2, LLC shall, prior to performing any work, require each subcontractor to certify to MSK2, LLC that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. MSK2, LLC shall maintain on file a certification from each subcontractor throughout the duration of the Project. If MSK2, LLC determines that a subcontractor is in violation of this Section 7(d), MSK2, LLC may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by MSK2, LLC or the subcontractor.

e. By its signature below, MSK2, LLC swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the [City or City body which is a party to the contract] that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

4. Non-Discrimination

MSK2, LLC agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the [City or City body which is a party to the contract] may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by [City or City body which is a party to the contract] and all money due or to become due hereunder will be forfeited.